

PARTICIPANT RELEASE AND UNDERSTANDING OF AGREEMENT

1. I, _____, wish to participate in the exercise fitness program (the "Program") offered by The Shelley Gautier Para Sport Foundation ("SGPSF"). I acknowledge that I am participating in the Program at my own risk and in full knowledge that there can be significant risks involved in participating in a program of strenuous exercise, including a **risk that an accident could occur during the Program and result in serious injury or death to me**. In consideration of being allowed to participate in the Program, I hereby assume all risk and, for myself, my heirs, executors, assigns, and legal representatives, I release and agree not to make or bring any claim of any kind against SGPSF, its officers, directors, members, employees, volunteers, or guests or any of their heirs, executors, assigns and legal representatives, for any injury, including death, to me or others, or any damage to my property, or to the property of others in my care, custody or control, whether from anyone's negligence or not, or from any other cause arising out of my participation in the Program.

2. I understand that I am not obligated to perform nor participate in any activity that I do not wish to do, and that it is my right to refuse such participation at any time during my training sessions. I understand that should I feel lightheaded, faint, dizzy, nauseated or experience pain or discomfort, I am to stop my activity and inform my Program Leader.

3. I understand the results of any fitness program cannot be guaranteed and my progress depends on my effort and cooperation in and outside of the sessions.

4. I understand that during a training session, my Program Leader or Activity Buddy may have to use Touch Training to correct alignment and/or to focus my concentration on a particular muscle area to be targeted. If I feel uncomfortable or experience any type of discomfort with Touch Training, I will immediately request that my Program Leader or Activity Buddy discontinue using this technique.

5. I consent to SGPSF collecting, using and disclosing any personal information that I provide to SGPSF in connection with the Program, if it is necessary or helpful for SGPSF to do so in order to conduct its operations and carry out its purposes and the Program. I understand that SGPSF is committed to observing applicable privacy requirements with respect to my personal information.

6. I grant full permission in perpetuity to SGPSF to use, edit, copyright, reproduce, license, exhibit, display, distribute and create derivative works of any photographs, slides, films, videotapes, or any other recordings taken of me in connection with the Program, whether in print, electronic or other format for any purpose whatsoever (including, but not limited to, promotional materials such as informational brochures, websites, television shows and public information campaigns) and to make the material available to third parties for broadcast and publication without further notice and with no expectation of financial or other consideration to be paid to me.

I have read this Release and Terms of Agreement and I understand all of its terms. I sign voluntarily and with full knowledge of its significance.

Signature: _____ **Date:** _____

PARENT OR GUARDIAN: I (or We), the undersigned PARENT(S) OR GUARDIAN(S), have read the PARTICIPANT RELEASE AND UNDERSTANDING OF AGREEMENT above and, in consideration of the participation of our minor child or Person with Disability in the Program, we consent to its terms on behalf of our minor child or Person with Disability named above.

NAME: _____ **Signature:** _____

NAME: _____ **Signature:** _____

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